

EXHIBIT 1 – SETTLEMENT AGREEMENT

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of All Claims ("Agreement") covers all understandings between De'Egdra Smith and Randricka Taylor ("Plaintiffs") and Corps. Security Services, Inc., Pete Cottrell, and Bylencia Williams. ("Defendants").

Recitals

- A. Whereas, on February 23, 2017, Plaintiffs, via their attorney, filed a Complaint against Defendants in federal district court for the Northern District of Georgia, Atlanta Division styled Civil Action No. 1:17-cv-00681-RWS alleging unpaid overtime wages in violation of the Fair Labor Standards Act (the "Lawsuit").
- B. Whereas, to avoid the time and expense of protracted litigation, the parties (via Counsel) reviewed, debated, discussed and negotiated the Plaintiffs' claims for overtime compensation, liquidated damages and attorneys' fees and costs, and these negotiations have resulted in the instant Agreement.
- C. Plaintiffs and Plaintiffs' Counsel have concluded, based upon their investigation, and taking into account the sharply contested factual and legal issues involved, the expense and time necessary to prosecute this matter, the risks and costs of further prosecution of this matter, the uncertainties of complex litigation and the substantial benefits to be received pursuant to this Agreement, that a settlement with Defendants on the terms set forth herein is fair, reasonable and adequate, and in Plaintiffs' best interest. Plaintiffs and Plaintiffs' Counsel have agreed to settle this matter with Defendants on the terms set forth herein.
- D. Defendants deny each of the claims asserted against them and makes no admission whatsoever of liability. Defendants nevertheless desire to settle this matter, on the terms set forth herein, for the purpose of avoiding the burden, expense and uncertainty of litigation, and for the purpose of putting to rest the controversies engendered by the matter.

Agreement

- 1. **Release** Plaintiffs, their heirs, successors and assigns release any and all claims they have, or may have, against the following: Corps. Security Inc., its affiliates, parent companies, subsidiaries, officers, directors, current or former owners, managers, employees, independent contractors, directors, partners, insurers, associates, trustees, agents, attorneys, predecessors, successors and assigns, Pete Cottrell and Bylencia Williams ("Releasees"). This Release includes, but is not limited to, a release of any and all FLSA claims, including claims for unpaid overtime, liquidated damages, costs, attorneys' fees and retaliation claims. These claims include all claims that were or could have been raised in the Lawsuit.

2. **Consideration** Defendant will pay a total of \$13,250 to Plaintiffs for settlement of Plaintiffs' claims. All payments are contingent on Court approval of this Agreement. \$6,625 will be due to Plaintiffs within 10 days of the Court's approval of this Agreement. \$6,625 will be due to Plaintiffs within 30 days of Defendants' first payment. The total of \$13,250 in payments will be as follows: (A) \$1,450 to Plaintiff Smith; (B) \$400 to Plaintiff Taylor; and (c) \$11,400 to Mays & Kerr for Plaintiffs' attorneys' fees and costs. The payments will cause Defendants to issue Form 1099 to Plaintiffs who agree to bear any tax liability for the payments. Defendants will send the payments to Plaintiffs' Counsel's office on or before the due dates described in this Paragraph. Other than the consideration described in this Paragraph, each party will bear its own attorneys' fees and costs.
3. **Dismissal with Prejudice** Plaintiffs agree to file a stipulation of dismissal with prejudice with the Court within five (5) days of receipt of final payment of all settlement proceeds by Plaintiffs counsel. Plaintiffs agree to seek no payments except those indicated in Paragraph 2 of this Agreement. Plaintiffs further represent that they have no claims against Releasees, other than the FLSA claims raised in the Lawsuit.
4. **Full and Final Agreement** Plaintiffs represent that this Agreement represents the full and final agreement between the Parties and that no other Agreement has been made between Defendants and the Plaintiffs. Plaintiffs also acknowledge that they have had the opportunity to consult with their chosen attorney, Dustin L. Crawford, with Mays & Kerr LLC, before entering into this Agreement.
5. **Counterparts** This Agreement may be signed in counterparts (each party signing a separate copy to facilitate obtaining signatures). Nevertheless, it will have the same effect as if the Parties had all signed the same copy.

[signature page to follow]

_____, 2017.
De'Egdra Smith

_____, 2017.
Randricka Taylor

Corps. Security, Inc.

Pete Cottrell

Bylencia Williams